

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR BROWARD
COUNTY, FLORIDA

Case No.:

NOB HILL PLACE, LLC, a
Florida Corporation

Plaintiff,

v.

LI J. YANG, an individual, and
TOKYO BEAUTY AND
MASSAGE SCHOOL, LLC, a
Florida Limited Liability Company

Defendants.

COMPLAINT

Plaintiff, NOB HILL PLACE, LLC, ("Nob Hill") sues Defendants, LI J. YANG, ("Yang"), and TOKYO BEAUTY AND MASSAGE SCHOOL, LLC, ("Tokyo") and alleges:

1. This action is for damages greater than \$15,000.00 exclusive of interests, costs, and attorney's fees.
2. At all times material, Plaintiff, NOB HILL PLACE, LLC, is a Florida Corporation with its principal place of business located in Broward County, Florida.
3. At all times material, Defendant, LI J. YANG, is a resident of the State of Florida over eighteen (18) years old and is otherwise *sui juris*.
4. At all times material, Defendant, TOKYO BEAUTY AND MASSAGE SCHOOL, LLC, was incorporated under the laws of the State of Florida with its principal place of business located in Broward County, Florida.
5. Venue is proper in Broward County, Florida, as the cause of action accrued here

and the property in litigation is located here.

6. All conditions precedent to the filing of this action have been met, satisfied or excused.

GENERAL ALLEGATIONS

7. On or about February 24, 2016, Nob Hill as landlord and Tokyo as tenant entered into a Lease Agreement (the "Lease") for a term of 5 years and 6 months. A true and correct copy of the Lease is attached hereto as **Exhibit "A."**

8. As part of the Lease, Yang signed a Guaranty ("Guaranty") in which Yang guaranteed "the due and punctual payment of all rent payable under said lease... as well as the full and prompt and complete performance by the Tenant of all and singular covenants, conditions and provisions" in the Lease. A true and correct copy of the Guaranty is found on pages 15 and 16 of the Lease.

9. On or about July 26, 2016, Tokyo executed a First Amendment to Lease which only amended Nob Hill's address and Section 6 – Utilities – of the Lease. A true and correct copy of the First Amendment is attached hereto as **Exhibit "B."**

10. Pursuant to the Lease, Tokyo would lease the premises located at 10113-10115 Sunset Strip, Sunrise, Florida 33322 (the "Premises") and would pay Nob Hill a monthly rent payment throughout the term of the Lease.

11. Tokyo stopped paying Nob Hill monthly rent as required by the Lease in February of 2019. Tokyo abandoned the Premises.

12. To date, Yang and Tokyo's outstanding balance remains due and owing.

13. In accordance with paragraph 19(b) of the Lease, Nob Hill properly accelerated the rent and immediately commenced this action to remedy Tokyo's default.

14. Pursuant to paragraph 20 of the Lease, the prevailing party in any litigation

arising from the Lease shall be entitled to reasonable attorney's fees and costs.

15. Nob Hill has retained the undersigned law firm and is obligated to pay them a reasonable fee for legal services rendered.

COUNT I – BREACH OF LEASE
(AGAINST TOKYO)

16. Nob Hill adopts and realleges the allegations contained in paragraphs 1 through 15 above.

17. Nob Hill and Tokyo entered into a valid and binding Lease.

18. Pursuant to the Lease, Tokyo was required to, *inter alia*, timely pay rent.

19. Tokyo breached the Lease and is in default for failing to timely pay the rent.

20. As a direct and proximate result of Tokyo's default under the Lease, Nob Hill has suffered the following damages, which include, but are not limited to:

- a. Cost of recovering possession of the premises;
- b. Repairs to the Unit;
- c. Past due rent;
- d. Accelerated rent;
- e. Commission for re-letting the premises, if any;
- f. Costs associated with re-letting, if any; and
- g. Attorney's fees and costs.

WHEREFORE, Plaintiff, NOB HILL PLACE, LLC, demands that this Court enter judgment against Defendant, TOKYO BEAUTY AND MASSAGE SCHOOL, LLC, for \$141,833.44 in damages plus interest and collection expenses, including reasonable attorney's fees and costs, and for such other and further relief as this Court deems just and proper.

COUNT II – BREACH OF GUARANTY
(AGAINST YANG)

21. Nob Hill adopts and realleges the allegations contained in paragraphs 1 through 15 above.

22. Yang executed a Guaranty as an addendum to the Lease.

23. Yang guaranteed “the due and punctual payment of all rent payable under said lease” including the payment of prevailing party attorney’s fees and costs in enforcing this Lease.

24. Upon Tokyo’s breach of the Lease, Yang was obligated to pay all outstanding rent due through the balance of the lease term. Yang failed to make any payments to date and is therefore in breach of the Guaranty.

25. As a direct and proximate result, Nob Hill has been damaged, including, but not limited to:

- a. Cost of recovering possession of the premises;
- b. Repairs to the Unit;
- c. Past due rent;
- d. Accelerated rent;
- e. Commission for re-letting the premises, if any;
- f. Costs associated with re-letting, if any; and
- g. Attorney’s fees and costs.

WHEREFORE, Plaintiff, NOB HILL PLACE, LLC, demands judgment against Defendant, LI J. YANG, for \$141,833.44 in damages plus interest and collection expenses, including reasonable attorney’s fees and costs, and for such other and further relief as this Court deems just and proper.

Dated this 6th day of March, 2019.

PHILLIPS, CANTOR & SHALEK, P.A.

Attorney for Plaintiff

Presidential Circle

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INDEX TO LEASE

By and between
Nob Hill Place, LLC, as Landlord
and
Tokyo Beauty and Massage School, LLC, as Tenant

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EXHIBIT A

**NOB HILL PLACE
COMMERCIAL LEASE AGREEMENT**

THIS LEASE AGREEMENT, hereinafter called the "Lease", made and entered into this 24th day of February 2016 by and between Nob Hill Place, LLC, located at 6827 West Commercial Boulevard, Tamarac, Florida 33319, hereinafter called the "Landlord", and Tokyo Beauty and Massage School, LLC located at 10113-10115 Sunset Strip, Sunrise, Florida 33322 hereinafter called the "Tenant."

1. DESCRIPTION OF PREMISES: Landlord hereby leases to Tenant, subject to the performance of the promises, covenants, terms, and conditions contained in this Lease, that certain Premises commonly known as Nob Hill Place and hereinafter called the "Shopping Center", located at 10113-10115 Sunset Strip, Sunrise, Florida 33322 and hereinafter called the "Premises". The Premises is described as: Improved Retail. The total area of the Shopping Center is approximately 87,763 square feet. The Premises is approximately 1,800 gross square feet, as described on Exhibit "A" attached hereto.

2. TERM OF LEASE: The Premises is leased for a term of five (5) years, six (6) months to commence on March 1, 2016 (hereinafter called the "Commencement Date"), and to end on August 31, 2021.

3. RENT: Base rent shall be as follows for the periods noted per month:

03/01/2016 - 08/31/2016:	FREE	09/01/2018 - 08/31/2019:	\$4,243.60
09/01/2016 - 08/31/2017:	\$4,000.00	09/01/2019 - 08/31/2020:	\$4,370.91
09/01/2017 - 08/31/2018:	\$4,120.00	09/01/2020 - 08/31/2021:	\$4,502.04

Fixed minimum base rent is due (which does not include utility charges, which are otherwise set forth as Additional Rent below; however, Tenant's proportionate share of real estate taxes and insurance premium for the base year 2015 are included and are subject to change in accordance with Section 39 hereunder) and payable, in advance, on the first day of each calendar month during the term. All rent shall be paid at the office of the Landlord or at such place designated by Landlord without demand, deduction, or offset whatsoever.

Tenant shall also pay applicable Florida State Sales Tax in addition to the aforementioned amounts and shall also be responsible for the payment of any and all personal property taxes imposed by governmental authorities.

4. LATE PAYMENT PENALTY: In the event the Tenant is five (5) days in default of the monthly rent, there shall be a ten percent (10%) late charge, as further Additional Rent, based upon the rental due for the particular rental period. Landlord shall be additionally entitled to all legal remedies available pursuant to this Lease and/or Florida law. This paragraph shall also apply if a check should be returned for non-payment, insufficient funds or other fault of Tenant, and any such dishonored payments will be charged an additional fee of Thirty Dollars (\$30.00). Landlord thereafter reserves the right to require future payments to be in the form of cleared funds (cash, money orders, or cashier's checks).

5. ACCORD AND SATISFACTION: No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than an account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

6. UTILITIES: The Tenant shall be responsible for the timely payment of all utility charges used or included in the Premises, including, but not limited to, charges for water and sewer, gas, electricity, and telephone. In the event the Tenant fails to make payment on a utility charge, the Landlord may require the amounts due to be paid as Additional Rent on the date the next rent payment is due.

7. SECURITY DEPOSIT AND ADVANCE RENTS: Tenant acknowledges the following amounts are due and payable to the Landlord as herein specified:

(a) The amount of Eight Thousand Four Hundred Eighty and NO/100 Dollars (\$8,480.00) shall be held by Landlord as a "Security Deposit" for performance of Tenant's obligations under this Lease and is required to be paid upon execution of this Lease. Although Landlord is not obligated to apply the Security Deposit for rent or charges in arrears or even damages for the Tenant's failure to perform or otherwise breach this Lease, the Landlord may do so at its option. The Landlord's

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right to possession of the Premises for non-payment of rent or for any other reason shall not be affected in any way by the Landlord holding the Security Deposit.

(b) **Intentionally Deleted.**

The Tenant acknowledges that no interest shall be paid on the Security Deposit and that said deposits and advance rents are not required to be held by Landlord in a segregated account.

8. **USE:** During the term of this Lease the Premises is to be used solely as a reflexology, massage therapy, acupuncture, and foot massage center. All services shall be conducted in an open customer area and there shall be two (2) private customer rooms and one office. Additionally, Tenant shall have the right to utilize a portion of the Premises as a beauty school offering training for massage therapy, nail care technology and skin care. Any other use of the Premises by the Tenant is not permitted without the written consent of the Landlord. The Tenant agrees to operate the Premises for the use stated in this provision during the entire term of the Lease.

9. **CARE OF PREMISES:** Tenant accepts the Premises in a good and sanitary state of repair and shall fully maintain same in a good, clean, and safe manner. Tenant shall not commit or allow to be committed any waste in or near the Premises, create or allow any nuisance to exist on or near the Premises or use or allow the Premises to be used for any unlawful purpose. Tenant shall comply, at Tenant's expense, with all governmental laws, statutes, ordinances, or requirements now or which may hereafter be in force.

Tenant shall comply with all governmental laws, rules and regulations regarding its business and the Shopping Center including, but not limited to, the applicable rules and regulations of city, county, state and federal departments and agencies. Tenant shall pay, as Additional Rent, the cost of any compliance with The Americans with Disabilities Act (or any similar state or local law) required for the Premises and Tenant's pro rata share of any costs of the Landlord and/or the Shopping Center for compliance with said Act (or any similar state or local law).

Further, Tenant shall be responsible for all maintenance of the Premises (including doors and wall openings) and Tenant shall be responsible for any cost of repair or replacement. Tenant accepts full maintenance and/or repair responsibilities for all doors (including, but not limited to, garage, swing, or automatic entrance doors) during the term of this Lease and any extensions thereof. Tenant shall also be responsible for any costs associated with environmental regulation, maintenance, or clean-ups arising out of Tenant's use of the Premises. It is further understood and agreed to between the parties hereto that any charges against Tenant by Landlord for services, labor, material, or work done on the Premises at the request of Tenant to Landlord or otherwise accruing under this Lease, shall be considered as rent due and shall be included in any lien for rent due and unpaid.

10. **ACCEPTANCE AND SURRENDER OF PREMISES:** Tenant accepts the Premises on possession as being in a good state of repair and in sanitary condition. Tenant shall surrender the Premises to Landlord at the end of the Lease term, or any extension thereof, in the same condition as when Tenant took possession. Tenant shall remove all business signs or symbols placed on the Premises by Tenant before redelivery of the Premises to Landlord, and restore the portion of the Premises on which they were placed in the same condition as before their placement. Tenant shall also surrender all keys for the Premises to the Landlord at the place Tenant is required to pay rent, inform Landlord of all combinations on locks, safes, and vaults, if any, in the Premises and surrender to the Landlord the Premises, including, without limitation, all building apparatus and equipment then upon the Premises, and all alterations, improvements, and other additions which may be made or installed by either party to, in, upon, or about the Premises which shall be the property of the Landlord. The failure to comply with any portion of this provision by Tenant is acknowledged to be an improper surrender and material breach of this Lease.

11. **PARTIAL DESTRUCTION OF THE PREMISES:** Partial destruction of the Premises shall not render this Lease void or voidable, or terminate it, except as herein provided. If the Premises is partially destroyed during the term of this Lease, Landlord shall repair them when such repairs can be made in conformity with local, state, and federal laws and regulations. If the Landlord does not elect to make said repairs within a reasonable time, either party hereto has the option to terminate this Lease. If the Shopping Center in which the Premises is located is more than one-quarter destroyed, the Landlord may at its option terminate the Lease, whether the Premises is damaged or destroyed or not. In any case, Tenant shall have no claim against the Landlord, nor any condemning authority, for the value of the unexpired term of this Lease.

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Landlord: 
Tenant: 

12. **EMINENT DOMAIN:** Eminent domain proceedings resulting in the condemnation of a part of the Premises leased herein will not terminate this Lease, even if the rest of the Premises is untenantable by the Tenant for purposes for which the Premises is leased, unless the Landlord, at its option, terminates it by giving written notice of termination to the Tenant. Should such option not be exercised, the effect of such condemnation will be to terminate the Lease as to the portion of the Premises condemned, and the Lease continues in effect as to the remainder of the Premises. The Tenant's rental shall be prorated based upon the remaining square footage. All compensation awarded in the eminent domain proceedings as a result of such condemnation shall be the Landlord's. Although the Tenant shall not be precluded from filing an independent action on its own, Tenant shall have no claim against Landlord nor the condemning authority for the value of the unexpired term of this Lease.

13. **PERSONAL PROPERTY:** All personal property placed or moved into the Premises shall be at the risk of the Tenant or owner thereof, and the Landlord shall not be liable to the Tenant or owner for any damages to said personal property arising from the bursting or leaking of water pipes, roof leaks, or from any act of negligence of any other tenant, invitee, occupant of the Shopping Center or any other person whatsoever. Landlord shall not be liable for damages to Tenant's furniture or equipment resulting from theft, fire, flood, or any other occurrence.

14. **EXCUSE OF OWNER'S PERFORMANCE:** Anything in this Lease to the contrary notwithstanding, providing such cause is not due to the willful act or negligence of the Landlord, the Landlord shall not be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Lease if same shall be due to any strike, lockout, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service, or financing, through an Act of God or other cause beyond the control of the Landlord. It is expressly agreed and understood by and between the parties to this Lease, that the Landlord shall not be liable for any damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant, agent, employee, invitee, occupant, or any other person whatsoever.

15. **LANDLORD'S RIGHT OF ENTRY:** Landlord may enter the Premises at any reasonable time for the purpose of inspection or the making of repairs, replacements, or additions in, to, on, or about the Premises or the Shopping Center as Landlord deems necessary or desirable. Tenant shall have no claim or cause of action against Landlord by reason of such entry.

16. **INSURANCE:** Tenant hereby covenants and agrees that at all times during the term of this Lease at Tenant's own cost and expense, to obtain and maintain and keep in force comprehensive general public liability insurance against the claims for personal injury, death, or property damage occurring in, on, or about the Premises or on an occurrence basis with aggregate single limit coverage in an amount not less than \$500,000/\$1,000,000 for bodily injury, personal injury (including death) and \$100,000 with respect to damage to property. Further, Tenant shall carry Plate Glass Insurance. Any and all increases in insurance rates caused or occasioned by the Tenant's occupancy shall be paid for by the Tenant. Landlord shall be named as additional insured.

Tenant shall submit a Certificate of Insurance to Landlord within ten (10) days of the Commencement Date of this Lease. Tenant agrees that all the above-mentioned insurance shall be non-cancelable without ten (10) days written notice to Landlord.

17. **ASSIGNMENT AND SUBLetting:** Tenant shall not assign, convey, transfer, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Premises or any part of the Premises without first obtaining the express prior written consent of Landlord, which consent may be withheld by Landlord. In the event Landlord consents to Tenant's assignment of this Lease or subletting of the Premises, Tenant shall remain fully liable and shall not be released from the performance of any and all terms, conditions, and covenants of this Lease. Such consent may not be unreasonably withheld. A sale, assignment, transfer or conveyance of any or all of the stock of, or ownership interest in, the Tenant or a sale, assignment, transfer or conveyance of all or substantially all of the assets of the Tenant shall constitute an assignment, conveyance or transfer for purposes of this Lease.

For each and every request by the Tenant to assign, convey, transfer, mortgage, pledge, or encumber this Lease, in whole or in part, or sublet the Premises or any part of the Premises, the Tenant shall at the same time tender to Landlord a nonrefundable administrative fee equal to one month's total rent being charged at the time of the request.

In the event the Landlord has paid the cost of any improvements to the subject Premises, then the Tenant shall reimburse the Landlord the amount of same as a

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condition to any approval of any such assignment, conveyance, transfer, mortgage, pledge, or encumbrance of this Lease, in whole or in part, or sublet of the Premises or any part of the Premises.

18. **DEFAULT:** Upon the happening of one or more of the events as expressed below in (a) to (i), inclusive, the Landlord shall have, at its option, any and all rights and remedies hereinafter set forth in Section 19 ("Remedies for Default") below.

(a) In the event Tenant should fail to timely pay any rent, including Additional Rent and other charges, or any other sums required to be paid hereunder, as and when the same becomes due;

(b) In the event Tenant makes an assignment for the benefit of creditors, files for voluntary bankruptcy, has a petition for bankruptcy filed against it, is adjudicated bankrupt, or has a receiver appointed to take possession of Tenant's assets;

(c) In the event Tenant removes, attempts to remove, or permits to be removed from the Premises, except in the usual course of trade, the goods, furniture, effects, or other property of the Tenant brought thereon;

(d) Tenant shall occupy 100% of the Premises as provided for herein, and In the event Tenant, before the expiration of the term hereof and without the written consent of the Landlord, vacates the Premises or abandons the possession thereof, or uses the same for purposes other than the purposes for which the same is hereby leased, or ceases to use the Premises for the purposes herein expressed;

(e) In the event an execution or other legal process is levied upon the goods, furniture, effects, or other property of Tenant brought on the Premises, or upon the interest of Tenant in this Lease;

(f) In the event Tenant fails to keep, observe, or perform any of the terms, conditions, or covenants on the part of Tenant herein to be kept, observed, and performed;

(g) In the event Tenant is in default with respect to any other leases between it and the Landlord or related Parties;

(h) In the event this Lease or any interest therein shall by operation of law devolve upon or pass to any person or persons other than the Tenant; or

(i) In the event Tenant fails to take possession of, diligently renovate (if required under the Lease), move into the Premises and/or open for business within fifteen (15) days of the execution of this Lease.

19. **REMEDIES FOR DEFAULT:**

(a) In the event of any default or breach, Landlord, in addition to any other rights and remedies it may have, shall have the immediate right to re-enter the Premises, either by summary proceedings, by force or otherwise, and to dispossess Tenant and all other occupants therefrom and remove and dispose of all property therein in the manner provided by law and/or this Lease without Landlord being deemed guilty of or liable for same. Landlord shall also have the right, at the option of Landlord, to immediately terminate this Lease, and to thereupon re-enter and take possession of said Premises. In the event of any default or breach, Landlord shall also have the right, at its option, from time to time, without terminating this Lease, to re-enter and re-let the Premises, or any part thereof, with or without legal process, as the agent and for the account of Tenant upon such terms and conditions as Landlord may deem advisable or satisfactory, in which event the rents received on such reletting shall be applied first to the expenses of such re-letting and collection including but not limited to necessary renovation and alterations of the Premises, care of Premises while vacant, reasonable attorney's fees, costs, and out-of-pocket expenses, any real estate commissions paid, and thereafter toward payment of all sums due or to become due Landlord hereunder; and if sufficient sum shall not be thus realized or secured to pay such sums and other charges, (i) at Landlord's option, Tenant shall pay Landlord any deficiency monthly, notwithstanding Landlord may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Landlord may bring an action therefore as such monthly deficiency shall arise, or (ii) at Landlord's option, the entire deficiency, which is subject to ascertainment for the remaining term of this Lease, shall be immediately due and payable by Tenant. Nothing herein, however, shall be construed to require Landlord to re-enter and re-let in any event. The Landlord shall not be required to pay Tenant any surplus of any sums received by Landlord on a re-letting of said Premises in excess of the rent provided in this Lease;

(b) In the event of any default or breach, the Landlord, in addition to any other rights and remedies it may have, shall have the right, at its option, to declare the rents for the entire remaining term, and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to or taken by Landlord, and may commence action immediately thereupon and recover judgment therefore;

(c) The Landlord, in addition to any other rights and remedies it may have, shall have the right to remove all or any part of the Tenant's property from said

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Landlord: 

Tenant: 

Premises. Any property removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Tenant and the Landlord shall not be responsible for the care or safekeeping thereof. The Tenant hereby waives any and all loss, destruction and/or damage or injury which may be occasioned by any of the aforesaid acts. Further, Tenant hereby pledges and assigns to Landlord all furniture, fixtures, goods, and chattel of Tenant which has or may be brought or put on the Premises as security for the payment of rent or damages by Tenant;

(d) No re-entry or taking possession of said Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such re-letting without termination, Landlord may at all times thereafter, elect to terminate this Lease for any default or breach. Any re-entry shall be allowed by Tenant without hindrance, and Landlord shall not be liable for damages for any such re-entry, or guilty of trespass or forcible entry;

(e) Any and all rights, remedies, and options given in this Lease to Landlord shall be cumulative and in addition to and without waiver of or in derogation of any other right or remedy given to Landlord under this Lease or any law now or hereafter in effect.

20. **ATTORNEY FEES:** In the event of litigation hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs through final appeal from the non-prevailing party.

21. **NON-WAIVER AND CONSENT:** One or more waivers of any term, covenant or condition by the Landlord shall not be deemed or construed as a waiver of a subsequent breach of the same term, covenant or condition, and the consent or approval by the Landlord to or of any act of the Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord, unless such waiver be in writing by Landlord. The rights of the Landlord under this Lease shall be cumulative, and failure on the part of the Landlord to exercise any rights given herein shall not operate to forfeit any such rights.

22. **HOLDING OVER:** In the event Tenant remains in possession of the Premises after the expiration of the tenancy created hereunder, including Tenant's failure to fully comply with Section 10 herein, and without execution of a new lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Premises as a Tenant from month-to-month, at a monthly rent equal to two (2) times the fixed minimum rent payable during the last month of the lease term and twenty-five percent (25%) increase from each month occupying the Premises thereafter. In addition thereto, Tenant shall be responsible for payment of all amounts set forth as Additional Rent in this Lease and shall be responsible for all the Tenant's obligations under this Lease.

23. **LIENS:** Notwithstanding any other provision in this Lease regarding the Tenant's rights, privileges, or obligations, if any, to make any alterations, additions, improvements, or repairs, the Tenant expressly acknowledges and agrees that the Premises shall not be subject to liens for improvements made by Tenant, or Tenant's agents or contractors; and Tenant shall not have any authority to create any liens for labor or material upon the Landlord's interest in the Premises.

In the event that any labor, materials, or equipment are furnished to the Tenant on the Premises for which any Mechanic's lien might otherwise be filed against the Premises or the Landlord's interest thereon, the Tenant agrees:

(a) To notify any contractor furnishing any labor or materials for any improvements or repairs that the interest of the Landlord is not subject to mechanic's liens;

(b) To take appropriate action prior to the furnishing of any labor or materials to assure that no such lien shall be filed;

(c) To pay when due, all sums of money which may be due any contractor, subcontractor, mechanic, laborer, or materialmen for any labor or materials; to cause any lien or purported lien to be fully discharged and released promptly upon receiving notice thereof; and to indemnify the Landlord against all legal costs and charges, including attorney's fees reasonably incurred in and about the defense of any suit in discharging the Premises or any part thereof from any liens, judgments, encumbrances, or costs caused by the Tenant or anyone acting on the Tenant's behalf; and

(d) The Landlord reserves the right before approving any such improvements, changes, additions, or alterations to require the Tenant to furnish a good and sufficient bond conditioned that the Tenant will save the Landlord harmless from the

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payment of any claims either in law or equity by way of damages or mechanics' liens, foreclosure actions, or otherwise, including all attorney's fees and costs. The Landlord's reservation of the absolute right to require such a bond in no way shall be construed as a waiver allowing the Premises to be subject to mechanic's or other liens. The Tenant, as well as all contractors, laborers, and materialmen who may furnish any labor, materials, or otherwise contribute to the improvement of the subject property shall be estopped to deny that any and all mechanic's liens or other liens are prohibited and shall not attach to the interest(s) of the Landlord.

The Tenant consents to the recording, in the public records of the county in which the Premises is located, of the language of this paragraph in any form permitted by Chapter 713 of Florida Statutes, and further agrees to execute, when requested, any shortened or modified form of lease showing in substance the provisions of this paragraph. All persons, whether contractors, subcontractors, mechanics, laborers, materialmen, or others, who contract with the Tenant for the destruction or removal of any building, or for the erection, installation, alteration, or repair of any building or other improvements upon the Premises is hereby charged with notice that they must look to the Tenant and the Tenant's interest only in the above-described Shopping Center to secure the payment for work performed or material furnished during the term of this Lease.

24. SIGNS, AWNINGS, AND CANOPIES:

(a) Tenant will not place or permit to be placed or maintained on any exterior door, wall, or window of the Premises any sign, awning, or canopy, or advertising matter or other things of any kind, and will not place or maintain any decoration, letter, or advertising matter on the glass of any window or door, nor will any illuminated sign be placed in the window display area of the Premises without first obtaining Landlord's written approval and consent; and

(b) Tenant shall promptly erect a sign in accordance with Landlord's specification (see exhibit "B" attached hereto), within the area designated by the Landlord. Tenant further agrees that such signs, awning, canopy, decoration, lettering, advertising matter, or other thing as may be approved shall be maintained in good condition and repair at all times, and shall conform to the criteria established from time to time by Landlord. Tenant shall have ninety (90) days from date of occupancy to erect a sign at Tenant's sole cost and expense in accordance with said criteria.

(c) At Tenant's cost, Landlord will install appropriate sidewalk signs as per Exhibit "B" attached (artwork/overlay to be provided by Tenant). Tenant will be responsible to pay One Hundred and Fifty Dollars (\$150.00) for manufacture and installation of each sign. Signage costs must be paid upon approval of sign proof.

25. WAIVER OF JURY TRIAL AND COUNTERCLAIM: The parties hereto shall and they hereby do waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

26. WAIVER OF RIGHTS OF REDEMPTION: Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the covenants or conditions of this Lease or otherwise.

27. COMPLETE AGREEMENT: This Lease contains a complete expression of the agreement between the parties and there are no promises, representations, or inducements except such as are herein provided. There shall be no modification of the provisions of this Lease unless the same is in writing and signed by the Landlord and the Tenant.

28. SUCCESSOR AND ASSIGNS: The terms, conditions, and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representative, successors, or assigns, and shall run with the land; and where more than one party shall be Landlord or Tenant under this Lease, the word Landlord or Tenant whenever used in this Lease shall be deemed to include all Landlords and Tenants jointly and severally.

29. PARTIAL INVALIDITY: If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held is invalid or unenforceable, shall not be affected thereby, and each term,

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covenant, condition, and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

30. **ATTACHMENTS:** Any and all exhibits, addendums, or guarantees attached to this Lease are part of same and incorporated herein as if fully set forth herein.

31. **SUBORDINATION:** Tenant agrees that this Lease shall be subordinate and inferior to all present and future mortgages, easements, and/or encumbrances and Tenant hereby subordinates this Lease to same without any further act for the purpose set forth in this paragraph.

32. **TIME:** Time is of the essence as to all terms, conditions, covenants, obligations, and performances under or arising out of this Lease.

33. **INDEMNIFICATION:** Tenant will indemnify Landlord and its agents and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, tenants, or concessionaires. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorney fees incurred or paid by Landlord in connection with such litigation. Tenant shall also pay all costs, expenses, and reasonable attorney fees that may be incurred or paid by Landlord in enforcing the covenants and agreements in this Lease, regardless of whether a suit has been instituted.

34. **EXCULPATION OF LANDLORD:** Landlord's obligation and liability to Tenant with respect to this Lease shall be limited solely to Landlord's interest in the Shopping Center; and the Landlord, or any partners of Landlord, any officer, director, or shareholder of Landlord, or any agent or employee of Landlord, shall not have any personal liability whatsoever with respect to this Lease.

35. **RADON GAS:** Pursuant to Florida Statute, Section 404.056(5), the following disclosure is required by law: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county public health unit."

36. **GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the State of Florida.

37. **NOTICES:** All notices required or contemplated by this Lease to be provided to the Landlord shall be in writing and delivered by United States Mail, certified, return receipt requested, to the Landlord's address set forth in the first paragraph of this Lease. Notice to the Tenant may be oral or in writing.

38. **ATTORNEYMENT:** If and so long as this Lease is in full force and effect, then at the option of the mortgagee: (i) this Lease shall remain in full force notwithstanding (A) a default under the mortgage by Landlord, (B) failure of Landlord to comply with this Lease, (C) a defense to which Tenant might be entitled against Landlord under this Lease, or (D) any bankruptcy or similar proceedings with respect to Landlord; (ii) if any such mortgagee shall become possessed of the Premises, Tenant shall be obligated to such mortgagee to pay to it the rentals and other charges due hereunder and to thereafter comply with all the terms of this Lease; and (iii) if any mortgagee or purchaser at a private or public sale shall become possessed of the Premises, Tenant shall, without charge, attorn to such mortgagee or purchaser as its Landlord under the Lease.

39. **TAX/INSURANCE CLAUSE:** Tenant shall pay, as Additional Rent, a proportionate share (currently 2.05%) of any taxes assessed and/or insurance charged against the total Shopping Center over the amount of such taxes and/or insurance for the base year 2015. It is expressly agreed between the parties that in addition to paying the initial sum due, the Tenant will make monthly escrow payments to the Landlord. The escrow period will commence in November of each year and may be reevaluated on an annual basis by the Landlord so that taxes and/or insurance will be paid to the Landlord within a twelve-month period ending October of each year. Failure to comply with the foregoing will be considered a breach of this Lease. In the event Landlord, acting in good faith and in a reasonable manner, determines that the aforementioned share does not accurately reflect Tenant's proportionate share then Landlord shall have the right to adjust Tenant's proportionate share as necessary.

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Landlord: 

Tenant: 

40. **ADDITIONAL RENT:** The Tenant shall pay as Additional Rent any money required to be paid pursuant to the provisions of this Lease whether or not the same are designated "Additional Rent". If such amounts or charges are not paid at the time provided in this Lease, they shall be collectible as Additional Rent with the next installment of rent thereafter falling due hereunder, but nothing herein contained shall be deemed to suspend or delay the requirements for payment of any money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Landlord.

41. **AIR CONDITIONING:** The Landlord agrees to check the air conditioning system in the Premises and that it should be in good working order at the time of Tenant's possession. Landlord will warranty the air conditioning system against mechanical breakdowns for a period of ninety (90) days from the Commencement Date providing Tenant has an A/C maintenance agreement with a licensed air conditioning contractor in force ("Maintenance Agreement"). Thereafter, Tenant shall be responsible for all maintenance, repairs and replacements whatsoever. Tenant, at its own cost and expense, is required to have a Maintenance Agreement in force during the entire term of this Lease and any options. Tenant shall submit an executed copy of said Maintenance Agreement to Landlord within thirty (30) days of the Commencement Date of this Lease. Tenant agrees that the above-mentioned Maintenance Agreement shall be non-cancelable unless ten (10) days prior written notice is provided to Landlord. This Maintenance Agreement must include all services suggested by the equipment manufacturer within the operations/maintenance manual, and specifically shall include the following:

Maintenance Inspections: A minimum of three maintenance visits per year

Maintenance to Include: Condensate control;
Clean drain lines and install algae tablets;
Lubricate all moving parts and adjust belt;
Refrigerant charge and oil level(s) check;
Electrical connections inspection;
Check condition of evaporator & condensing coils;
Check equipment operation.

Should Tenant fail to obtain said Maintenance Agreement, Landlord shall have the right, but not the obligation, to obtain said Maintenance Agreement on behalf of the Tenant at prevailing rates and charge the cost of such Maintenance Agreement and Landlord's administrative fee to Tenant, which shall be considered Additional Rent. Tenant's failure to obtain said Maintenance Agreement will void all warranties on the HVAC system(s) contained within this Section or elsewhere in this Lease. Failure to pay Additional Rent when due shall be considered a default of the Lease as such term is defined herein.

42. **ROOF AND WALL OPENINGS:** Tenant shall be totally responsible for any repairs and/or damage caused by openings or penetrations through the roof above Tenant's Premises or through the wall of Tenant's Premises made by Tenant for the purpose of installing special equipment, compressors, vents, exhaust fans, or other special items. All problems which may arise as a result of Tenant's actions, such as roof leaks, shall be entirely the cost and responsibility of the Tenant during the term of this Lease and any extension thereof. Any work scheduled on the roof must require Landlord's written permission.

43. **NO WASTE, NUISANCE, OR UNLAWFUL USE:** Tenant shall not commit, or allow to be committed, any waste on the Premises, create or allow any nuisance to exist on the Premises, or use or allow the Premises to be used for any unlawful purpose. It is further understood and agreed that nothing is to be stored by Tenant on the outside of the Premises, and Tenant agrees to pay all costs involved for removal and disposal of any and all items found to be in violation of this Section.

44. **TRASH REMOVAL:** Tenant shall be responsible for its share of the cost for trash removal which is billed separately by All Service Refuse Company, the City franchise holder. Tenant shall comply with all requirements pertaining to pay for its own trash removal. Non-compliance with these agreements constitutes a violation of City requirements and a violation of this Lease. Landlord reserves the right to have the Shopping Center converted to a centralized trash compactor facility and thereby eliminate the need of individual tenant dumpsters.

45. **ESTOPPEL CERTIFICATE:** The Tenant agrees that it will, at any time and from time to time, within ten (10) days following written notice from the Landlord specifying that it is given pursuant to this Section, execute, acknowledge and deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect and stating the modifications), and the date to which the base rent and any other payments due hereunder from Tenant have been paid in advance, if any, and stating whether or not there are defenses or offsets claimed

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Landlord: 
Tenant: 

by the maker of the certificate and whether or not to the best of knowledge of the Tenant the Landlord is in default in performance of any covenant, agreement or condition contained in this Lease, and if so, specifying each such default of which the Tenant may have knowledge and if requested, such financial information concerning Tenant and Tenant's business operations (and the Guarantor of the Lease, if the Lease be guaranteed), as may be reasonably requested by any mortgagee or prospective mortgagee or purchaser. The failure of the Tenant to execute, acknowledge and deliver to the Landlord a statement in accordance with the provisions of this Section within said ten (10) day period shall constitute an acknowledgement, by the Tenant, which may be relied on by any person holding or proposing to acquire an interest in the Shopping Center or any party thereof or the Premises or this Lease from or through the other party, that this Lease is unmodified and in full force and effect and that such rents have been duly and fully paid to and including the respective due dates immediately preceding the date of such notice and shall constitute, as to any person entitled as aforesaid to rely upon such statements, waiver of any defaults which may exist prior to the date of such notice; provided, however, that nothing contained in the provisions of this Section shall constitute waiver by the Landlord of any default in payment of rent or other charges existing as of the date of such notice and, unless expressly consented to in writing by Landlord, Tenant shall still remain liable for same.

46. **RELOCATION OF TENANT:** Intentionally Deleted.

47. **HOURS OF OPERATION:** Tenant shall have minimum hours of operation from 10:00 A.M. to 7:00 P.M., Monday through Saturday, excluding legal holidays.

48. **SUBMISSION OF LEASE:** Submission of this Lease to Tenant does not constitute an offer, and this Lease becomes effective only upon execution and delivery of the Lease by both Landlord and Tenant and not until such time as any deposit and advance rent paid by Tenant to Landlord in connection with this Lease has been cleared by Tenant's bank.

49. **OPTION:** Tenant is hereby granted one (1) / five (5) year option to renew this Lease, provided it has not defaulted and Tenant has remained throughout the term of the Lease in good standing and providing it notifies Landlord of its intention of exercising its option in accordance with Section 37 at least six (6) months prior to the expiration of each previous lease term. At such time when Tenant exercises its option, the increases to the base rent shall bear a fixed three percent (3%) each year based on the year immediately preceding. In addition, upon exercising Tenant's option, Landlord reserves the right to increase Tenant's security deposit up to an aggregate amount equal to two (2) full months' rent based on the then current full monthly rent amount including all charges. At such time Tenant exercises its option, Tenant shall pay any additional amount necessary to Landlord as described herein. Any such additional amount shall be due and payable when Tenant notifies Landlord of its intention to exercise its option.

Tenant's exercising of any and all option terms to its Lease shall be subject to the reasonable inspection of its Premises by Landlord. Should Landlord find the Tenant has not properly maintained the Premises, Landlord shall have the absolute right, as well as other remedies available hereunder, to deny Tenant's option unless and until the reasonable maintenance of Tenant's Premises is completed.

50. **RULES AND REGULATIONS:**

(a) Tenant agrees as follows:

(i) All loading of goods shall be done only at such time, in the areas, and through the entrance, designated for such purposes by Landlord.

(ii) The delivery or shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of the Landlord are necessary for the proper operation of the Premises or Shopping Center.

(iii) All garbage and refuse shall be deposited in the kind of container specified by Landlord, and shall be placed outside of the Premises for collection in the manner and at the times and places specified by Landlord, if Landlord shall provide.

(iv) No radio or television or other similar device shall be installed without first obtaining in each instance the Landlord's consent in writing. No aerial or dish shall be erected on the roof or exterior walls of the Premises, or on the grounds, without in each instance, the written consent of the Landlord. Any aerial or dish so installed without such written consent may be removed by Landlord at any time and Landlord shall not be liable for such removal.

(v) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Premises without prior written consent of the Landlord.

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(vi) The outside areas immediately adjoining the Premises shall be kept clean and free from dirt and rubbish by the Tenant to the satisfaction of the Landlord and Tenant shall not place or permit any obstruction or merchandise in such areas, nor conduct any business therefrom.

(vii) The Tenant may not change (whether by alteration, replacement, rebuilding, or otherwise) the exterior color and/or architectural treatment of the Premises or of the Shopping Center in which the same are located or any part thereof.

(viii) The Tenant shall keep the Premises, which includes the storefront windows and doors, clean and free from refuse, dirt, rubbish, and garbage within the Premises, and the Tenant shall not install any type of storm shutters, or other types of security measures, in the door or window areas of its storefront without Landlord's prior written consent.

(ix) The Tenant must obtain and maintain in effect all permits and licenses necessary for the operation of the Tenant's business as herein provided.

(x) The Tenant agrees that the Landlord shall have the right to prohibit the continued use by the Tenant of any unethical or unfair method of business operation, advertising, or interior display, if, in the Landlord's opinion, the continued use thereof would impair the reputation of the Shopping Center as desirable place to shop or is otherwise out of harmony with the general character thereof, and upon notice from the Landlord, the Tenant shall forthwith refrain from or discontinue such activities.

(xi) The Tenant shall not burn any trash or garbage of any kind in and about the Premises or Shopping Center.

(xii) Tenant agrees that it shall not prop open or lock open in place its front entry door(s), unless first approved in writing by the Landlord.

(xiii) The Tenant shall at all times maintain an adequate number of suitable fire extinguishers on its Premises (as per the local Fire code) for use in the case of local fires, including electrical or chemical fires.

(xiv) The Tenant agrees that the Landlord may designate specific areas in which vehicles owned or operated by its employees must park, and may, if found necessary for the convenience of parking for customers, prohibit the parking of such vehicles in any part of the common areas.

(xv) There shall be no overnight parking of any vehicle for any reason whatsoever anywhere on the Shopping Center. Vehicles found in violation of this rule are subject to being towed at the owner's expense.

(xvi) That there shall be no commercial vehicles parked in the parking areas of the Shopping Center except to the rear of the Shopping Center of the Tenant or at the rear of the Shopping Center in designated areas for such commercial vehicles.

(xvii) Tenant and Tenant's employees shall park their vehicle(s) only in those portions of the parking area, as designated from time to time by Landlord for those purposes. Tenant shall furnish Landlord with State automobile license numbers assigned to Tenant's employees within five (5) days after taking possession of the Premises and shall thereafter notify the Landlord of any changes within five (5) days after changes occur. In the event that the Tenant or its employees shall fail to park their vehicle(s) in the designated parking areas as aforesaid, then the Landlord, at its option, shall charge the Tenant One Hundred Dollars (\$100.00) per day or partial day per vehicle parked in any area other than those designated, as and for agreed and liquidated damage. Tenant hereby agrees that it shall park its vehicles and the vehicles of its employees only at the rear of the Shopping Center or at the farthest parking in front of the Shopping Center or where Landlord shall reasonably request.

(xviii) The plumbing facilities shall not be used for any other purpose that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expenses of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused same.

(xix) Tenant shall keep the Premises free from nuisance, noises or odors objectionable to the public, to tenants or to the Landlord.

(xx) Tenant shall use, at Tenant's cost, such pest extermination contractor as Landlord may direct and such intervals as Landlord may require.

(xxi) Tenant shall keep the overhead sign illuminated from 5:30 P.M. to 12:00 Midnight Eastern Standard Time and from 6:30 P.M. to 12:00 Midnight Eastern Daylight Savings Time.

(b) Landlord reserves the right, from time to time, to suspend, amend or supplement the foregoing Rules and Regulations, adopt and promulgate additional Rules and Regulations applicable to the Premises. Notice of such Rules and Regulations and amendments and supplements thereto, if any, shall be given to the Tenant. Unless otherwise stated in the Rules and Regulations, non-compliance with any of these Rules and Regulations shall be considered default under this Lease, or Landlord may, at Landlord's option, charge the Tenant a penalty of One Hundred Dollars (\$100.00) per

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Landlord: 

Tenant: 

day, for each infraction of the Rules and Regulations, until Tenant cures the infraction(s). Charges assessed by Landlord under this provision shall be considered rent and collectable in the same manner as rent, and the non-payment of these charges when due by the Tenant is default hereunder.

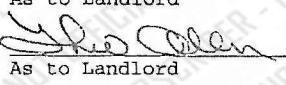
(c) The Tenant agrees to comply with all further rules and regulations for the use and occupancy of the Shopping Center as the Landlord, in its sole discretion, from time to time promulgates for the best interests of the Shopping Center. The Landlord shall have no liability for violation by any other tenant of the Shopping Center of any rules and regulations nor shall such violation of the waiver thereof excuse the Tenant from compliance.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed, as required by law, as of the date indicated at the beginning of this Lease.

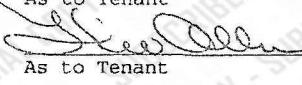
Signed, sealed, and delivered
in the presence of:

WITNESSES:


As to Landlord


As to Landlord


As to Tenant


As to Tenant

LANDLORD:

Nob Hill Place, LLC

BY: Michael Janoura

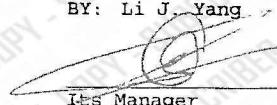

Its Managing Member

Date 2/24/16

TENANT:

Tokyo Beauty and Massage School, LLC

BY: Li J. Yang

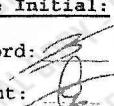

Its Manager

Date 2/24/16

ATTACHMENTS TO LEASE:

- EXHIBIT "A" - Description of Premises
- EXHIBIT "B" - Sign Criteria
- EXHIBIT "C" - Guaranty
- EXHIBIT "D" - Tenant and Insurance Information

Please Initial:

Landlord: 

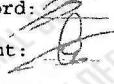
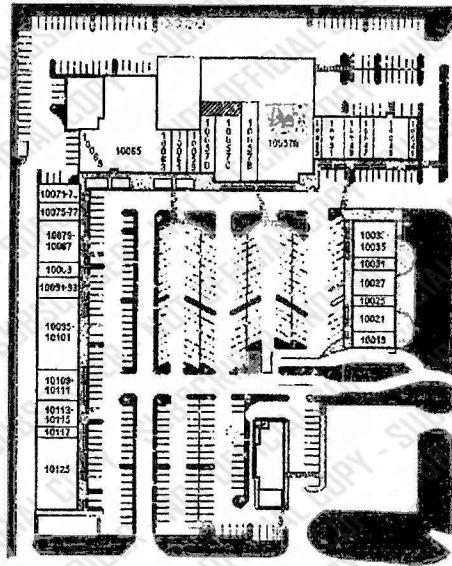
Tenant: 

EXHIBIT "A"
DESCRIPTION OF PREMISES



This Exhibit is solely for the purpose of showing the approximate location of the Premises within the Shopping Center and for no other reason whatsoever. Landlord reserves the right to relocate, change, expand, or delete parking spaces or parking areas, curb cuts, entrances, service areas, total building area, frontage, etc., including expansion or demolition of existing or new buildings.

Nob Hill Place, LLC
10013 - 10125 Sunset Strip
Sunrise, FL 33322

Real Estate Tax Folio: 19130-01-01000

A portion of Tracts 7, 8, and 9, Block 3 and the unnamed right-of-way adjacent thereto in the Southwest $\frac{1}{4}$ of Section 29, Township 49 South, Range 41 East and a portion of Tracts 3, 4 and 5 of Block 4 and the unnamed right-of-way adjacent thereto in the Southeast $\frac{1}{4}$ of Section 30, Township 49 South, Range 41 East, EVERGLADES PLANTATION COMPANY AMENDED, according to the plat thereof as recorded in Plat Book 2, page 7, Public Records of Dade County, Florida, lying in the City of Sunrise, Broward County, Florida and being more particularly described as follows:

Begin at the Southeast corner of Lot 1, Block 26, Sunrise Golf Village Section Twentyone Part Four, according to the Plat thereof as recorded in Plat Book 82, page 17, Public Records of Broward County, Florida; thence run North 0 degrees 05 minutes 02 seconds West along the Easterly line of said Block 26 and the Easterly line of the 120.00 foot canal right-of-way as shown on said Plat of SUNRISE GOLF VILLAGE SECTION TWENTYONE PART FOUR for 735.00 feet; thence run South 89 degrees 59 minutes 19 seconds East for 600.00 feet; thence run South 0 degrees 05 minutes 02 seconds East for 192.76 feet; thence run South 5 degrees 20 minutes 34 seconds West for 200.90 feet; thence run South 0 degrees 05 minutes 02 seconds East for 135.00 feet; thence run South 89 degrees 54 minutes 58 seconds West for 144.14 feet; thence run South 0 degrees 05 minutes 02 seconds East for 200.00 feet; thence run North 89 degrees 59 minutes 06 seconds West for 190.86 feet; thence run South 88 degrees 00 minutes 38 seconds West for 200.12 feet to a point on the Northerly right-of-way line of Sunset Strip as shown on said plat of SUNRISE GOLF VILLAGE SECTION TWENTYONE PART FOUR; thence run North 89 degrees 59 minutes 06 seconds West along said right-of-way line for 45.99 feet to the Point of Beginning.

TOGETHER WITH:

A portion of Tract 5 of Block 4 and the unnamed right-of-way adjacent thereto in the Southeast $\frac{1}{4}$ of Section 30, Township 49 South, Range 41 East, EVERGLADES PLANTATION COMPANY AMENDED, according to the Plat thereof recorded in Plat Book 2, page 7, Public Records of Dade County, Florida, lying in the City of Sunrise, Broward County, Florida, and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, Block 26, SUNRISE GOLF VILLAGE SECTION TWENTYONE PART FOUR, according to the Plat thereof, as recorded in Plat Book 82, page 17, Public Records of Broward County, Florida; thence run South 89 degrees 59 minutes 06 seconds East along the Northerly right-of-way line of Sunset Strip as shown on said Plat of SUNRISE GOLF VILLAGE SECTION TWENTYONE PART FOUR for 45.99 feet to the Point of Beginning of the parcel of land hereinafter described; thence run South 89 degrees 59 minutes 06 seconds East along the last described course for 390.87 feet; thence run North 0 degrees 05 minutes 02 seconds West for 7.00 feet; thence run North 89 degrees 59 minutes 06 seconds West along a line 7.00 feet North of and parallel with the said Northerly right-of-way line of Sunset Strip for 190.86 feet; thence run South 88 degrees 00 minutes 38 seconds West for 200.12 feet to the Point of Beginning.

Said lands situate, lying and being in Broward County, Florida.

NOTE: A portion of the above described lands also being a portion of Parcel A of Sunrise Associates Plat No. 1, according to the Plat thereof recorded in Plat Book 118, page 21, Public Records of Broward County, Florida.

Please Initial:

Landlord: 
Tenant: 

EXHIBIT "B"
SIGN CRITERIA

OVERHEAD SIGNS

- Tenant signage to be channel type illuminated with white LEDs mounted on fascia wall above the metal roof over the covered walkway.
- The channel letter frame, plex faces and the return must be Black.
- Maximum height of letters to be twenty-four inches (24") with corresponding lowercase letters. Approximately 9 - 12 characters allowed in a single typical storefront.
- If more characters are needed, the size of the letters must be reduced accordingly, i.e. approximately 12-18 eighteen-inch (18") characters allowed.
- Total sign area per individual occupancy not to exceed one square foot of signage per one square foot of linear storefront.
- Sign area must be centered both vertically and horizontally on the fascia wall above the Premises from the top edge of the upper trim detail to the top edge of the lower trim detail.
- Style of letter must be Helvetica Medium.
- Custom logos and/or cabinets will not be allowed unless otherwise permitted by Landlord. Landlord must grant said approval in writing.
- All drawings for all signage and plans must have written approval of Landlord.
- All electrical wiring to be run through parapet wall in waterproof casing to meet Broward County electrical code. (No face jumping allowed)
- Service run to sign to be 12 gauge THHN stranded wire.
- Sign wiring to be UV-rated "Paige" LED wire.
- All power supplies to be mounted to back of parapet wall in waterproof metal can, minimum twelve inches (12") clearance from roofline.
- Letters attached to wall with non-corrosive hardware as per engineer's drawings.

SIDEWALK SIGNS

- All sidewalk signs to be red die-cut vinyl letters affixed to 41 $\frac{1}{2}$ " by 15" white PVC sign blank and installed in metal frame mounted on the overhand adjacent to storefront.
- Limit of two (2) lines of text.
- Maximum size of letters on a one-line sign to be six inches (6"). Approximately 6 - 12 characters allowed in a single typical sidewalk sign of one line.
- Maximum size of letters on a two-line sign to be three and one-half inches (3 $\frac{1}{2}$ "). Approximately 8 - 13 characters allowed in a single typical sidewalk sign of two lines.
- All copy (letter style) to be Clarendon Extra Bold typeface using Avery Graphics vinyl (color to be determined).
- Custom logos and/or letter styles will not be allowed unless otherwise permitted by Landlord. Landlord must grant said approval in writing.
- All drawings for all signage must have written approval of Landlord.

WINDOW SIGNS

- All window lettering to be white die-cut vinyl letters, maximum eight inches (8") to meet window criteria.
- Paper signs not to be taped to glass, with the exception of grand opening statements, which will be allowed two weeks prior to opening and two weeks after opening.

Please Initial:

Landlord: 

Tenant: 

EXHIBIT "C"
GUARANTY

WHEREAS, Nob Hill Place, LLC as Landlord and Tokyo Beauty and Massage School, LLC, as Tenant, entered into a lease dated February 24, 2016 (hereinafter "Lease") for certain Premises located at 10113-10115 Sunset Strip in Sunrise, Broward County, Florida (this Guaranty being attached to copy of said Lease which is executed contemporaneously herewith and the terms of which are incorporated herein by reference); and

WHEREAS, the undersigned have requested Landlord to execute and deliver said Lease on the condition that the undersigned execute this Guaranty as Guarantor; and

WHEREAS, the undersigned have agreed to execute this Guaranty in order to induce the Landlord to execute and deliver the aforesaid Lease;

NOW, THEREFORE, in consideration of the execution and delivery of the aforesaid Lease by the Landlord, and for other valuable consideration, receipt and sufficiency of which is hereby acknowledged by the Guarantors, it is agreed as follows:

1. The undersigned jointly and severally, do hereby guarantee to the Landlord and to any mortgagee holding a mortgage upon the interest of Landlord in the Premises, the due and punctual payment of all rent payable under said Lease, and each and every installment thereof, as well as the full and prompt and complete performance by the Tenant of all and singular the covenants, conditions and provisions in said Lease contained on the part of the Tenant therein to be kept, observed and performed, for the full term of the Lease and any extensions thereof as permitted by the Lease, with no less force and effect than if the undersigned were named as the Tenant in said Lease, and the undersigned jointly and severally will forthwith on demand pay all amounts at any time in arrears, and will make good any and all defaults occurring under said Lease.

2. This Guaranty shall be absolute, continuing and unlimited, and the Landlord shall not be required to take any proceedings against the Tenant, or give any notice to the undersigned before the Landlord has the right to demand payment or performance by the undersigned upon default by Tenant. This Guaranty and the liability of the undersigned hereunder shall in no way be impaired or affected by any assignment which may be made of said Lease, or any subletting thereunder, or by any extension of the payment of any rental or any other sums provided to be paid by Tenant, or by any forbearance or delay in enforcing any of the terms, conditions, covenants or provisions of said Lease or any amendment, modification or revision of said Lease. This Guaranty shall be irrevocable unless Landlord shall grant its consent to revocation in a written instrument signed by both Landlord and the Guarantor.

3. No action or proceeding brought or instituted under this Guaranty against the undersigned, and no recovery had in pursuance thereof shall be any bar or defense to any further action or proceeding which may be brought under this Guaranty by reason of any further default or defaults of Tenant.

4. The liability of the undersigned shall not be deemed to be waived, released, discharged, impaired or affected by reason of the release or discharge of Tenant in any creditors, receivership, bankruptcy (including Chapter 7 or Chapter 11 bankruptcy proceedings or other reorganization proceedings under the Bankruptcy Act) or other proceedings, or the rejection or disaffirmance of the Lease in any proceedings.

5. There shall be no modification of the provisions of the Guaranty unless the same be in writing and signed by the undersigned and the Landlord.

6. All of the terms, agreements, and conditions of this Guaranty shall be joint and several, and shall extend to and be binding upon the undersigned, their heirs, executors, administrators, and assigns, and shall inure to the benefit of the Landlord, its successors, and assigns, and to any future owner of the fee of the Premises referred to in the Lease, and to any mortgage on the fee interest of the Landlord in the Premises.

7. The undersigned acknowledges that Landlord has been induced by this Guaranty to execute and deliver the aforesaid Lease and to the conveyance in conjunction therewith of certain assets of the business being conducted in the Premises subject to said Lease, and would not have provided such consent without this Guaranty. This Guaranty shall, without further reference or assignment, pass to, be relied upon and enforced by, the Landlord or any of its participants, successors or assigns.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Please Initial:

Nob Hill Place, LLC
LEASE.TokyoBeautyandMassageSchool.2016.0222.docx

Landlord: 

Tenant: 

IN WITNESS WHEREOF, the undersigned has hereunto set his signature on the 24th day of February, 2016.

As to Guarantor

As to Guarantor

GUARANTOR:

BY: Li J. Yang

Date 02/24/16

Please Initial:

Landlord:

Tenant:

EXHIBIT "D"
TENANT AND INSURANCE INFORMATION

Name: Tokyo Beauty and Massage School, LLC

Li J. Yang, Manager

Home Address: 3189 Hamblin Way

Wellington, FL 33414

Business Phone Number: _____

Cell Phone Number: _____

Social Security Number: _____

Corporate Federal I.D. Number: 45-2090158

SUPPLEMENTARY INSURANCE INFORMATION

CERTIFICATE of INSURANCE REQUIRED AS PER SECTION 16

- 1) Name of Carrier
- 2) Name and Address of Insured Premises
- 3) Effective date and expiration date
- 4) The Landlord is to be named as an additional insured as follows:

Nob Hill Place, LLC

- 5) The Insurance shall be non-cancelable without ten (10) days written notice to the Landlord.
- 6) INSURANCE CERTIFICATE TO BE SUPPLIED WITHIN TEN (10) DAYS OF EXECUTION OF LEASE.

Please Initial:

Landlord: 

Tenant: 

FUFU INTERNATIONAL LLC
4595 NORTHLAKE BLVD
STE 106
PALM BEACH GARDENS FL 33418

2300

53-4/530 PL
24054

DATE 02/24/16

PAY
TO THE
ORDER OF

Nob Hill Place, LLC
engine thousand Four hundred and ¹⁰⁰/₁₂₀ \$ 848.00
Eighty dollars ⁰⁰/₁₀₀ DOLLARS 

ACH R/T 06310277

FOR _____


S

MP

FIRST AMENDMENT TO LEASE

WHEREAS, this FIRST AMENDMENT TO LEASE is made and entered into this 27 day of July, 2016 by and between Nob Hill Place, LLC, a Florida limited liability company ("Landlord") and Tokyo Beauty and Massage School, LLC, ("Tenant"); and

WHEREAS, on or about February 24, 2016, Landlord and Tenant entered into a Lease (the Lease and all exhibits, addenda, amendments and modifications thereof, if any, is hereinafter referred to as the "Lease") for certain premises (the "Premises") located at 10113-10115 Sunset Strip, Sunrise, Florida 33322, in the Nob Hill Place Shopping Center in Broward County, Florida; and

WHEREAS, Landlord and Tenant hereby reaffirm all rights, duties and obligations of the parties in reference to the above referenced Lease.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed as follows:

1. Landlord's address as set forth in the first paragraph of the Lease shall be modified to read: Nob Hill Place, LLC, 2924 Davie Road, Suite 202, Davie, FL 33314.
2. Section 6, Utilities, shall be stricken from the Lease in its entirety and replaced with the following language:

UTILITIES: The Tenant shall be responsible for the timely payment of all utility charges used or included in the Premises, including, but not limited to, charges for water and sewer, gas, electricity, and telephone. In the event the Tenant fails to make payment on a utility charge, the Landlord may require the amounts due to be paid as additional rent on the date the next rent payment is due.

The Premises is recognized as part of a building containing a number of tenants of various types of businesses. In the event that the Premises is not individually metered for water and sewer service, the Tenant agrees to pay the sum of Fifty and NO/100 Dollars (\$50.00) per month as its share of the total water and sewer charges for the master meter servicing the Premises, subject to the change and reevaluation periodically, but not more often than every twelve (12) months.

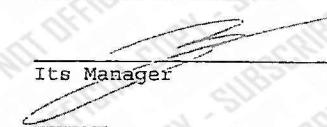
All other covenants and restrictions of the Lease heretofore not affected hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this First Amendment to Lease on the day and year first above written.

LANDLORD:

Nob Hill Place, LLC

BY: Michael Janoura

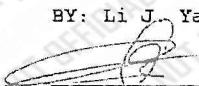

Its Manager

Date 2/13/17

TENANT:

Tokyo Beauty and Massage School, LLC

BY: Li J. Yang


Its Manager

Date 07/27/16

EXHIBIT B